

1 BRADLEY S. MAINOR, ESQ.
2 Nevada Bar No. 7434
3 JOSEPH J. WIRTH, ESQ.
4 Nevada Bar No. 10280
5 BREANNA K. HARTMANN, ESQ.
6 Nevada Bar No. 13889
7 ASH MARIE BLACKBURN, ESQ.
8 Nevada Bar No. 14712
9 **MAINOR WIRTH, LLP**
10 6018 S. Fort Apache Road, Ste. 150
11 Las Vegas, NV 89148-5652
12 Tel: (702) 464-5000
13 Fax: (702) 463-4440
14 bree@mwinjury.com
15 ash@mwinjury.com
16 *Counsel for Plaintiff*

17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 SERHAN KORKMAZ, individually,

20 Plaintiff,
21 vs.

22 DEWALT INDUSTRIAL TOOL
23 COMPANY INC., a Foreign Corporation;
24 BLACK & DECKER INC., a Foreign
25 Corporation; HOME DEPOT U.S.A., INC., a
26 Foreign Profit Corporation; ROE GRINDER
27 MANUFACTURER; ROE GRINDER
28 INSPECTION COMPANY; ROE GRINDER
CONTRACTOR; ROE GRINDER
DISTRIBUTOR; ROE BATTERY
MANUFACTURER; ROE BATTERY
INSPECTION COMPANY; ROE BATTERY
CONTRACTOR; ROE BATTERY
DISTRIBUTOR; DOE INDIVIDUALS I-
XX; and ROE BUSINESS ENTITIES I-XX,
inclusive,

Defendants.

CASE NO: 2:22-cv-00636-JAD-EJY

**STIPULATION AND ORDER TO
DISMISS DEFENDANTS DEWALT
INDUSTRIAL TOOL COMPANY INC.
AND BLACK & DECKER INC.
WITHOUT PREJUDICE AND TO
PERMIT PLAINTIFF TO AMEND THE
COMPLAINT TO SUBSTITUTE BLACK
& DECKER (U.S.) INC. dba DEWALT
INDUSTRIAL TOOL COMPANY**

ECF No. 13

Defendants DeWalt Industrial Tool Company Inc., Black & Decker Inc., Home Depot
U.S.A., Inc. and proper defendant Black & Decker (U.S.) Inc. dba DeWalt Industrial Tool

1 Company (collectively “Defendants”), by and through their counsel of record, Barron & Pruitt,
2 LLP, and Plaintiff Serhan Korkmaz (“Plaintiff”), by and through his counsel of record, Mainor
3 Wirth, LLP, hereby stipulate and agree to the following:

4 1. Plaintiff alleges “DeWalt Industrial Tool Company” was the manufacturer of a
5 “DeWalt DCG412b” grinder (“grinder”) and “DeWalt 20V/60V 6.0AH Battery Pack, DCB 606”
6 (“battery”) which Plaintiff was operating on or about March 18, 2020.

7 2. Plaintiff further alleges that the described grinder; battery; or both, were defective
8 and that because of such defect in either or both of them, Plaintiff suffered lacerating injuries to
9 his left arm on the date alleged.

10 3. Defendant Black & Decker (U.S.) Inc. has affirmatively represented that it does
11 business as DeWalt Industrial Tool Company, and that DeWalt Industrial Tool Company, and
12 further, that DeWalt Industrial Tool Company has no independent corporate existence, separate
13 and apart from being a registered trade name of Black & Decker (U.S.) Inc.

14 4. Defendant, Black & Decker (U.S.) Inc. has further affirmatively represented that
15 Black & Decker Inc is a stand-alone entity, and is not the designer, manufacturer or distributor of
16 DeWalt products, including the subject grinder and battery.

17 5. The parties agree that Black & Decker Inc. should be dismissed without prejudice
18 as it is not the designer, manufacturer or distributor of the grinder or battery; that DeWalt
19 Industrial Tool Company has no existence separate and apart from being a registered trade name
20 of Black & Decker (U.S.) Inc.; and that the proper defendant for claims arising from supposed
21 defects in a DeWalt branded grinder and/or DeWalt branded battery is “Black & Decker (U.S.)
22 Inc dba DeWalt Industrial Tool Company.”

23 6. The parties therefore stipulate that Black & Decker Inc. may be dismissed without
24 prejudice; that “DeWalt Industrial Tool Company” may be removed from the caption as a stand-
25 alone defendant; and the case caption in this proceeding should be amended to read:

26 SERHAN KORKMAZ, individually,

27 Plaintiff

1 v.

2 BLACK & Decker (U.S.) INC. dba DeWALT INDUSTRIAL TOOL COMPANY,
3 a foreign corporation; HOME DEPOT U.S.A., INC., a foreign corporation; ROE
4 GRINDER MANUFACTURER; ROE GRINDER INSPECTION COMPANY; ROE
5 GRINDER CONTRACTOR; ROE GRINDER DISTRIBUTOR; ROE BATTERY
6 MANUFACTURER; ROE BATTERY INSPECTION COMPANY; ROE BATTERY
7 CONTRACTOR; ROE BATTERY DISTRIBUTOR; DOE INDIVIDUALS I-XX; and
8 ROE BUSINESS ENTITIES I-XX, inclusive,

9 Defendants.

10 7. The parties agree that the stipulated amendment of Plaintiff's Complaint is for the
11 sole purpose of substituting Black & Decker (U.S.) dba DeWalt Industrial Tool Company in place
12 of DeWalt Industrial Tool Company Inc., and for dismissal of Black & Decker Inc. without
13 prejudice, and for no other purpose.

14 8. Should at any time during this litigation, it becomes known that DeWalt Industrial
15 Tool Company Inc.; Black & Decker Inc.; or either of them is in fact a proper party-defendant to
16 this matter, Plaintiff may amend his complaint accordingly.

17 DATED this 30th day of August, 2022.

18 **MAINOR WIRTH, LLP**

19 /s/ Breanna K. Hartman

20 BREANNA K. HARTMANN, ESQ.
Nevada Bar No. 13889
ASH MARIE BLACKBURN, ESQ.
Nevada Bar No. 14712
6018 S. Fort Apache Road, Ste. 150
Las Vegas, NV 89148-5652
Counsel for Plaintiff

21 DATED this 30th day of August, 2022.

22 **BARRON & PRUITT, LLP**

23 /s/ David Barron

24 DAVID L. BARRON, ESQ.
Nevada Bar No. 142
3890 West Ann Road
North Las Vegas, Nevada 89130
Attorneys for Defendants

25 **IT IS SO ORDERED:**

26 
27 UNITED STATES DISTRICT JUDGE
28 August 31, 2022